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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Re: CC Docket No. 93-162

Dear Mr. Caton:

Enclosed for filing please find an original plus seven (7) copies of the Direct Case of Rochester Telephone Corporation in the above-docketed proceeding.

To acknowledge receipt, please affix an appropriate notation to the copy of this letter provided herewith for that purpose and return same to the undersigned in the enclosed self-addressed envelope.

Very truly yours,

Michael J. Shortley III

Michael J. Shortley, III

cc: Tariff Division (2)
ITS, Inc.

(2636K)

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AUG 20 1993

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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In the Matter of

Local Exchange Carriers' Rates,
Terms, and Conditions for
Expanded Interconnection for
Special Access

93-162
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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

DIRECT CASE OF
ROCHESTER TELEPHONE CORPORATION

Michael J. Shortley, III

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August 19, 1993

(2838K)

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Summary

In the Designation Order,^{*/} the Bureau has designated for investigation numerous issues related to exchange carriers' special access expanded interconnection offerings. Although the Bureau designated Rochester's special access expanded interconnection tariff for investigation, the Bureau should recognize that not one party petitioned to reject or suspend Rochester's tariff. This fact alone provides compelling evidence that Rochester's expanded interconnection offering is reasonable.

In addition, as Rochester demonstrates in this direct case, the rate levels that Rochester has proposed for its expanded interconnection offering are reasonable and cannot preclude an alternative provider from competing with Rochester for special access customers. Its rate structure is reasonable, consisting of those elements that comprise the functional components of an expanded interconnection offering. The rate structure reflects neither an excessive bundling -- nor an excessive unbundling -- of rate elements.

^{*/} The abbreviations used in this summary are defined in the body of Rochester's direct case.

Virtually all of the remaining issues designated for investigation do not apply to Rochester. Of the few that are applicable, Rochester demonstrates that the terms and conditions contained in its expanded interconnection tariff are reasonable.

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In the Matter of

Local Exchange Carriers' Rates,
Terms, and Conditions for
Expanded Interconnection for
Special Access

} CC Docket No. 93-162

**DIRECT CASE OF
ROCHESTER TELEPHONE CORPORATION**

Rochester Telephone Corporation ("Rochester") submits this direct case in response to the Designation Order^{1/} in this proceeding.

Introduction

The Bureau should conclude that Rochester's expanded interconnection tariff is reasonable in all respects.

Rochester designed its tariff to accommodate requests for expanded interconnection. Among other steps, Rochester proposed: (a) a relatively simple rate structure; (b) relatively few terms and conditions that even purport to

1/

Local Exchange Carriers' Rates, Terms, and Conditions for Expanded Interconnection for Special Access, CC Dkt. 93-162, Order Designating Issues for Investigation, DA 93-951 (Com. Car. Bur. released July 23, 1993)
("Designation Order").

restrict the manner in which interconnectors may utilize their facilities; and (c) highly reasonable rates for its expanded interconnection rate elements. It is noteworthy that, although the Bureau designated Rochester's expanded interconnection tariff for investigation, not one party chose to petition against Rochester's tariff. That fact alone should provide compelling evidence that Rochester's special access expanded interconnection tariff is just and reasonable in all respects.

Argument

ROCHESTER'S SPECIAL ACCESS EXPANDED INTERCONNECTION TARIFF IS JUST AND REASONABLE IN ALL RESPECTS.

In the following sections of this direct case, Rochester will demonstrate that it satisfies the Bureau's concerns with respect to the issues designated for investigation.

A. Rochester's Rate Levels for Special Access Expanded Interconnection Are Reasonable.

The Bureau has designated for investigation whether the levels established for the expanded interconnection rate elements are excessive, either standing alone or because

exchange carriers may be double recovering costs in their expanded interconnection rates.^{2/}

The Bureau should conclude that Rochester's rate levels are reasonable. First, no party complained that Rochester's rate levels were unreasonable or that those rates effectively precluded others from offering services in competition with Rochester. Such a claim, moreover, would strain credulity. Rochester's rates, as filed in Transmittal No. 183 and as adjusted in Transmittal Nos. 193 and 195 are, to its knowledge, among the lowest that are currently in effect. Its DS-3 cross-connect rate, for example, is \$49.84 per month,^{3/} while its rate for a month-to-month DS-3 channel termination is approximately \$3,000 per month.^{4/}

Second, Rochester is providing the cost and price-out information requested in the Designation Order.^{5/} Those data demonstrate that: (a) Rochester's rates are low; (b) Rochester

^{2/} Designation Order, ¶¶ 6-7, 13.

The Bureau also notes that the rates of certain exchange carriers for virtual collocation are also excessive. *Id.*, ¶¶ 8-12. Rochester has not filed rates for a virtual collocation offering. Rather, it has offered to provide virtual collocation in response to requests for such a service. Rochester Telephone Corp., Tariff F.C.C. No. 1, 5th revised page 320, § 7.8.2. Thus, this particular complaint does not apply to Rochester.

^{3/} *Id.*, 3d revised page 325, § 7.10.1.

^{4/} *Id.*, 37th revised page 313, § 7.5.9(A).

^{5/} See Appendices A and B hereto.

is not double recovering any costs; and (c) the overall price for a special access interconnection offering could not preclude an alternate supplier from competing effectively with Rochester.

With respect to the specific rate elements upon which the Bureau requests comment, Rochester offers the following:

- (a) nonrecurring charges^{6/} -- not applicable, Rochester proposes none.
- (b) floor space^{7/} -- not applicable, Rochester developed its floor space charge based upon its investment in its Stone Street central office as set forth in Appendix A.^{8/}
- (c) power charges^{9/} -- not applicable, Rochester's power charges are expressed solely in per kilowatt hour charges.

^{6/} Designation Order, ¶ 22(e)(1).

^{7/} Id., ¶¶ 22(f)(1)-(4).

^{8/} Stone Street is the only central office at which Rochester proposes to offer special expanded interconnection at this time. Rochester does not anticipate requests for physical collocation at other of its offices, although it is prepared to offer such arrangements. See Rochester Telephone Corp., Tariff F.C.C. No. 1, Trans. No. 183, Description & Justification at 1-2 (Feb. 16, 1993).

Rochester based its rates on the cost of floor space at this office rather than upon such costs for all or a sample of its offices. Similarly, it did not rely upon data from R. S. Means or similar publications or add maintenance or related expenses to its rental charges. See Designation Order, ¶¶ 22(f)(1)-(4). For this reason, Rochester is not supplying the market value data requested by the Bureau. Rochester did not rely upon such information in developing its floor space rate.

^{9/} Id., ¶ 22(g)(1).

(d) cross-connect charges^{10/} -- not applicable, Rochester has not included repeaters, point of termination frames or related equipment and assumed neither a centralized nor a decentralized collocation configuration.

(e) security charges^{11/} -- not applicable, Rochester proposes none.

B. Rochester's Rate Structure
Is Reasonable.

Rochester has set forth a simplified tariff structure that specifies the essential elements of an expanded interconnection offering. Its tariff structure consists of five elements: (a) floor space; (b) a cross-connect; (c) conduit space; (d) cable space; and (e) power.^{12/} In addition, Rochester has offered to provide additional services either on an individual case basis, which it will subsequently tariff, or at standard time and materials rates.^{13/} This tariff structure is eminently reasonable.

Potential interconnectors can determine the recurring costs necessary to establish an interconnection arrangement with relative ease. Thus, the tariff that Rochester has

10/ Id., ¶ 22(h)(1)-(3).

11/ Id., ¶ 22(i).

12/ Rochester Telephone Corp., Tariff F.C.C. No. 1, 2d revised pages 325-26, § 7.10.

13/ E.g., id., 1st revised page 322.1, §§ 7.8.2(B)(8), (9).

developed reflects neither an excessive bundling -- nor an excessive unbundling -- of rate elements. Rochester did not tariff separate rate elements for every conceivable piece of equipment or every function necessary because such an exercise would be neither useful nor necessary.^{14/}

The charges that Rochester has not specifically tariffed^{15/} are simply not susceptible to a uniform tariffed rate. The costs of cage construction, for example, will necessarily depend upon the size, type and location of the interconnector's cage. By stating that such charges will be based upon tariffed time and material charges, Rochester has provided potential expanded interconnection customers with the basis upon which such charges will be computed. Such an approach is not uncommon and is already contained in Rochester's special construction tariff.^{16/}

C. Rochester's Minimum Size Requirements Are Reasonable.

Rochester has generally proposed that an interconnector order a minimum area of 100 square feet and may order additional space in increments of 20 square feet. Rochester

14/ See Designation Order, ¶ 31(a).

15/ See id., ¶ 31(g).

16/ Rochester Telephone Corp., Tariff F.C.C. No. 2.

has also indicated its willingness to provide space of less than 100 square feet.^{17/} In addition, Rochester has proposed that space be made available if it exists. Thus, to the extent that interconnectors want noncontiguous space, such space will be made available and cabling between such areas will be provided at tariffed time and material rates.^{18/}

D. Rochester Has Not Proposed Prohibiting Dark Fiber Interconnection.

Rochester currently offers very few dark fiber services and, for this reason, has not filed a generally available dark fiber tariff. Nonetheless, Rochester does not propose to prohibit dark fiber interconnection.^{19/}

E. Rochester Proposes To Permit Interconnectors To Control Channel Assignment Over Their Networks.

The Bureau has designated for investigation whether exchange carriers' tariffs prevent interconnectors from controlling channel assignment over their networks.^{20/}

^{17/} Rochester Telephone Corp., Tariff F.C.C. No. 1, 3d revised page 321, § 7.8.2(A)(3).

^{18/} In addition, Rochester does not intend to tear down one cage and replace it with another when a potential competitor requests additional, contiguous space. See Designation Order, ¶ 36(d). Rochester does not propose to change its tariff language because it believes that its tariff could not reasonably be interpreted in this manner.

^{19/} See id., ¶ 38.

^{20/} Id., ¶ 41.

Rochester's tariff defines the point of termination as DSX panels or distribution panels within the central office.

Rochester does not intend, by defining a point of termination, to control channel assignment. Rather, it will install or cross-connect the circuits at the DSX or distribution panels in accordance with the interconnector's instructions.^{21/} In this manner, the interconnector will control channel assignment over its network.^{22/}

F. Rochester Does Not Propose
To Regulate Interconnectors' Use of
Space.

The Bureau expresses concern that certain exchange carriers have tariffed unreasonable restrictions on the uses to which interconnectors may devote their space and unnecessary conditions against warehousing of space.^{23/} Rochester has not proposed such conditions and does not intend to regulate the uses to which an interconnector may devote its space, other than a limitation that the space may be utilized for the provision of special access services.^{24/} Should unauthorized use of space warehousing become an issue, Rochester would

^{21/} Rochester Telephone Corp., Tariff F.C.C. No. 1, 1st revised page 322.1, § 7.8.2(B)(8).

^{22/} A diagram illustrating this process is Appendix C hereto.

^{23/} Designation Order, ¶ 44.

^{24/} Rochester Telephone Corp., Tariff F.C.C. No. 1, 5th revised page 320, § 7.8.2.

address those concerns at the appropriate time. It does not anticipate such problems and has not, therefore, specifically addressed them in its tariff.

G. Rochester Is Not Proposing
Unreasonable Termination
Notification Provisions.

Rochester's special access expanded interconnection tariff does not contain termination notification provisions specifically applicable to this service.^{25/} Moreover, because interconnectors may purchase this service on a month-to-month basis, interconnectors may terminate the arrangement under standard connection and disconnection intervals.

H. Rochester Has Not Proposed
Termination Provisions Unique
to Expanded Interconnection.

Rochester's tariff contains provisions permitting it to terminate service upon the occurrence of certain specified events, such as unlawful use and non-payment.^{26/} These provisions are not unique to Rochester's expanded interconnection offering. Rather, they are generally applicable to all of its services. Rochester's interstate access tariff has contained these provisions for years, without

25/ Designation Order, ¶ 47.

26/ Rochester Telephone Corp., Tariff P.C.C. No. 1, 4th revised page 25, 3d revised page 26, § 2.1.8(A).

objection. Rochester, therefore, assumes that this particular issue is not applicable to it.

However, if the suggestion that expanded interconnection offerings should be subject to different or more lenient standards exists, the Bureau should reject it. Although interconnectors are exchange carriers' competitors,^{27/} that is no reason for a more lenient standard to apply.

Interconnectors utilizing an expanded interconnection offering are purchasing services from a generally available tariff. It would be problematic at best to require different termination provisions depending upon the status of a particular subscriber. Such an approach could also raise significant discrimination concerns. There is no basis to accord interconnectors preferential treatment.

I. Rochester Is Not Proposing To Address Termination in the Event of Catastrophic Loss.

Rochester did not address in its expanded interconnection tariff how it would respond in the event of a catastrophic loss.^{28/} The Bureau requests comment on whether the tariffs should specifically address how exchange carriers would respond

^{27/} See Designation Order, ¶ 48.

^{28/} See id., ¶¶ 51-53.

in the event of such a disaster.^{29/} The Bureau should not mandate that exchange carriers include such provisions in their tariffs. Catastrophes are, by definition, unpredictable, both in their timing and their scope. It is not possible to guarantee how an exchange carrier could respond to such an event. Thus, tariffing performance standards in the event of a catastrophic event is unwise, at best, and an exercise in futility, at worst. Such eventualities are best addressed as they occur.

J. Rochester Is Not Proposing Specific Relocation Provisions.

Rochester has not attempted to define the conditions under which it would propose to reserve the right unilaterally to relocate an interconnector's equipment.^{30/} As such, Rochester has not retained this right and it would expect to resolve such matters through good faith negotiation.

29/ Id., ¶ 54.

30/ See id., ¶ 57.

K. Rochester's Proposed Insurance Requirements Are Reasonable.

The insurance coverages that Rochester has set forth in its tariff are reasonable.^{31/} The general liability, umbrella and workers' compensation insurance requirements are standard coverages contained in many commercial leases and, for the most part, reflect statutory requirements. Similarly, the requirement that the insurance company utilized possesses a specified rating level is designed solely to insure that the insurer will be capable of paying claims to the limits of the policy. The rating that Rochester requires is the same that is applicable to Rochester's own insurance carriers.^{32/}

31/ See id., ¶ 63.

Rochester included in its tariff a provision regarding automobile liability insurance. Rochester Telephone Corp., Tariff F.C.C. No. 1, 3d revised page 323, original page 323.1, § 7.8.2(C)(4). Rochester did so in the expectation that it would permit an interconnector's employees to park at Rochester's facilities. Rochester is willing to eliminate this provision in those circumstances were an interconnector's employees would not be parking at Rochester's facilities.

32/ Designation Order, ¶¶ 63(a), (c).

Rochester is not opposed to the concept of self-insurance, in appropriate circumstances. It will comment upon those circumstances in response to proposals that the Bureau has invited. See id., ¶ 63(b).

L. Rochester's Liability Provisions
Are Reasonable.

This issue^{33/} also does not apply to Rochester. It has proposed no liability provisions unique to its expanded interconnection offering. The only limitation of liability provisions are contained in its general regulations^{34/} that are applicable to all customers. Rochester's interstate access tariff has contained such provisions for years and there is no reason to apply to different standards to an expanded interconnection customer.^{35/}

M. Rochester Proposes To Utilize the
Ten Percent Rule for Determining
the Jurisdictional Nature of Its
Expanded Interconnection Offering.

Rochester has effective interstate and intrastate special access expanded interconnection tariffs. As the Bureau notes,^{36/} the Commission has adopted its ten-percent rule for determining the jurisdictional nature of special access traffic. Interconnectors utilizing Rochester's expanded interconnection service will do so for the purpose of providing special access services. In those circumstances, there is no reason that the ten-percent rule should not apply.

33/ *Id.*, ¶ 66.

34/ Rochester Telephone Corp., Tariff F.C.C. No. 1, 3d revised page 23, 1st revised page 23.1, § 2.1.3.

35/ See *supra* at 10.

36/ Designation Order, ¶¶ 67-68.

N. Rochester Does Not Object to Honoring Letters of Agency.

This particular issue^{37/} does not apply to Rochester. It is willing to accept letters of agency and to bill in accordance with the procedures specified therein.

O. Rochester Is Not Proposing Unreasonable Inspection Procedures.

Rochester does not propose unreasonable inspection procedures.^{38/} Indeed, its tariff is silent on this matter. Rochester does not anticipate problems in this regard and, if such problems should arise, Rochester would expect to resolve them through good faith negotiation.

P. Payment of Taxes Are a Matter Between an Interconnector and the Relevant Taxing Authorities.

This issue^{39/} does not apply to Rochester, because Rochester does not intend to involve itself in taxation disputes that do not affect it.

^{37/} *Id.*, ¶ 72.

^{38/} *Id.*, ¶ 77.

^{39/} *Id.*, ¶ 78.

Conclusion

As the foregoing discussion demonstrates, most of the issues that the Bureau has designated for investigation do not even apply to Rochester. With respect to the few issues that are applicable, Rochester has demonstrated that its special access expanded interconnection tariff is reasonable in all respects. Most importantly, the Bureau should recognize that not one party sought suspension or rejection of Rochester's special access expanded interconnection tariff. On this basis, the Bureau should conclude that Rochester's expanded interconnection tariff is just and reasonable and conclude its investigation accordingly.

Respectfully submitted,

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August 19, 1993

(2636K)

Appendix A

**TARIFF REVIEW PLAN
FOR
EXPANDED INTERCONNECTION**

INSTRUCTIONS FOR TARIFF REVIEW PLAN

ROW INSTRUCTIONS:

- (1) LECs may add more rows, if needed.
- (2) Row 1: Total of Rows 2 through 20.
- (3) Row 23: Find Cost of Money (Percentage) = i by substituting i into the following equation:
$$Row \#23 = \text{Sprint} (Row \#1, i, Row \#1 / Row \#21) - Row \#21$$
- (4) Row 20: Total of Rows 27 through 32.
- (5) Row 24: Total of Rows 38 through 50.
- (6) Row 61: Sum of Rows 21, 22, 24, 26, 28, 33, 34.
- (7) Row 62: Row 61 / 12.
- (8) Row 66: (Row 63 * 12) / Sum (Rows 21, 22, 24, 26, 33).
- (9) Row 68: Row 63 / Row 62

DS1 Cross-Connection Cable and Cable Support Function

Recurring Rate

	DS1 CROSS CONNECT	Rate Element Name #2	Rate Element Name #3	Rate Element Name #4
1	TOTAL INVESTMENT: List Plant & Equip.	\$300,00	\$	\$
2	MAX-COMM Acct 2202 Dep. Life 13 Yrs	\$200,00	\$	\$
3	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
4	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
5	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
6	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
7	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
8	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
9	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
10	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
11	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
12	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
13	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
14	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
15	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
16	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
17	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
18	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
19	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
20	List Name - Pt. 32 Acct No. - Dep. Life	\$	\$	\$
21	DEPRECIATION EXPENSE	\$18,87	\$	\$
22	COST OF MONEY (% Amount)	23.51	\$	\$
23	COST OF MONEY (Percentage)	1.75%	%	%
24	FEDERAL INCOME TAX	\$19.21	\$	\$
25	STATE AND LOCAL INCOME TAX	\$	\$	\$
26	OTHER TAX: List Taxes	\$4.78	\$	\$
27	List: Property Tax Ad Valorem	\$4.78	\$	\$
28	List:	\$	\$	\$
29	List:	\$	\$	\$
30	List:	\$	\$	\$
31	List:	\$	\$	\$
32	List:	\$	\$	\$
33	MANTENANCE EXPENSE	Included in PR Specific	\$	\$
34	ADMIN and OTHER EXPENSE: List Expenses	\$32.68	\$	\$
35	Plant Specific Acct 8100	\$1.73	\$	\$
36	Unallocatable Acct 6300	\$3.48	\$	\$
37	Pt Non-Specific Acct 6500	\$4.89	\$	\$
38	Administrative Acct 6700	\$8.43	\$	\$
39	Plant Support Acct 2110	\$0.78	\$	\$
40	Common Assets Acct 2111	\$4.26	\$	\$
41	List Name - Pt. 32 Acct No.	\$	\$	\$
42	List Name - Pt. 32 Acct No.	\$	\$	\$
43	List Name - Pt. 32 Acct No.	\$	\$	\$
44	List Name - Pt. 32 Acct No.	\$	\$	\$
45	List Name - Pt. 32 Acct No.	\$	\$	\$
46	List Name - Pt. 32 Acct No.	\$	\$	\$
47	List Name - Pt. 32 Acct No.	\$	\$	\$
48	List Name - Pt. 32 Acct No.	\$	\$	\$
49	List Name - Pt. 32 Acct No.	\$	\$	\$
50	List Name - Pt. 32 Acct No.	\$	\$	\$
51	ANNUAL COST PER UNIT	\$82.61	\$	\$
52	MONTHLY COST PER UNIT	\$8.22	\$	\$
53	MONTHLY RATE PER UNIT	\$8.81	\$	\$
54	UNIT OF MEASUREMENT	Per Arrangement		
55	RATIO: Rate / Direct Cost	1.8402		
56	RATIO: Rate / Unit Cost	0.9218		

Notes:

- (1) Cross-Connection Cable and Cable Support Function includes costs for all cabling and cable support structures between interconnector's space and LEC's MD
- (2) Row 64: Unit of measurement is the unit on which the rate is being assessed, e.g., per ft., per GBT arrangement, etc.